

(A) You do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us (The amount of production to count for such acreage will be based on harvested production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or fail to provide sufficient care for the samples, our appraisals made prior to giving consent to put the acreage to another use will be used to determine the amount of production to count);

(B) You elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested production or our reappraisal if additional damage occurs and the crop is not harvested; and

(2) All harvested production from the insurable acreage in accordance with section 10 (e).

(d) In addition to the provisions of section 15 of the Basic Provisions, we may determine the amount of production of any unharvested forage seed on the basis of our field appraisals conducted after the normal time of harvest for the area. If the acreage is later harvested, production records must be provided and if the harvested production exceeds the appraised production, the claim will be adjusted.

(e) Production not meeting the minimum quality requirements contained in the forage seed contract or certifying agency's standards based on tests conducted by a qualified seed testing laboratory due to insurable causes will be reduced as follows:

(1) Divide the actual value by the base price for the insured type; and

(2) Multiply the result (not to exceed 1.0) by the number of pounds of such production.

Example: You have a 100 percent share and 100 acres of forage seed in the unit, with a guarantee of 600 pounds per acre on 75 acres

of an established stand of forage seed and a guarantee of 300 pounds per acre on 25 acres of a spring planted seed-to-seed year stand. All acreage is contracted with a base price of \$1.20 per pound and you have selected 100 percent of the base price. Losses due to insured causes of loss have reduced production and quality and you only harvested 37,000 pounds of seed. A portion of the total production was of poor quality; 10,000 pounds of seed failed to achieve the contract minimum germination requirement; and the salvaged production was valued at \$0.80 per pound. Your indemnity would be calculated as follows:

(1) 75 acres × 600 pounds = 45,000-pound guarantee

25 acres × 300 pounds = 7,500-pound guarantee;

(2) 45,000 pounds × \$1.20 per pound price election = \$54,000 value guarantee

7,500 pounds × \$1.20 per pound price election = \$9,000 value guarantee;

(3) \$54,000 + \$9,000 = \$63,000 total value of the guarantee;

(4) 27,000 pounds met the contract quality requirements = 27,000 pounds production to count

27,000 pounds × \$1.20 per pound = \$32,400

10,000 pounds × (\$0.80 per pound/\$1.20 per pound) = 6,667 pounds production to count

6,667 pounds × \$1.20 per pound = \$8,000;

(5) \$32,400 + \$8,000 = \$40,400 total value of production to count;

(6) \$63,000 – \$40,400 = \$22,600 loss; and

(7) \$22,600 × 100% share = \$22,600 indemnity payment.

11. Late and Prevented Planting.

The late and prevented planting provisions of the Basic Provisions are not applicable for forage seed.

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PARTS 458–499 [RESERVED]